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GOVERNMENT GAZETTE

BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN AND DIU

General Administration Department

Collectorate of Goa

Order

LS/REV/164/69/1902

Whereas the Government land known as «Sodearissó», situated at Darbandora of Sanguem Taluka, shown in the plan no. 13537, was assigned to Shri Loximona Topio Gaudio Cuntcar, under Alvará no. 1214, dated 28-1-1942.

Whereas during the inspection to the said land it has been verified that the same is lying entirely waste in contravention to the provisions of Section 36 of Decree no. 3602, dated 24-11-1917.

Whereas show cause notice was served on the assignee, Shri Loximona Topio Gaudio Cuntcar, in accordance with para 2 of Section 307 of the above cited Decree.

And whereas no reply to the show cause notice has been received from said Shri Guntcar.

Now, therefore, I, D. N. Barua, Collector of Goa, in exercise of the powers vested in me by virtue of the Government Notification no. DF-1161-AGR-65, dated 9-6-1966, order that the entire land, as mentioned above, be reverted to the Government in accordance with Section 307 of Decree no. 3602 dated 24-11-1917.

D. N. Barua, Collector of Goa.

Panaji, 6th April, 1970.

Special Department

Order

SD-CEP-64

In pursuance of Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Rehabilitation) letter no. 1(14)/AG/Admn.I/69 dated 9th March, 1970, the Administrator of the Union Territory of Goa, Daman and Diu is pleased to discontinue the post of Custodian of Evacuee Property with effect from 1st January, 1970.

(Tradução)

GOVERNO DE GOA, DAMÃO E DIO

Departamento de Administração Geral

Repartição do Collector de Goa

Portaria

LS/REV/164/69/1902

Atendendo a que o terreno do Estado denominado «Sodearissó», sito em Darbandorá do concelho de Sanguém e indicado na planta n.º 13537, que havia sido concedido ao Sr. Loximona Topió Gaudó Cuntcar, por Alvará n.º 1214, de 28 de Janeiro de 1942.

Tendo em consideração que durante a inspecção ao referido terreno, verificou-se que o mesmo se achava totalmente inculto, em infracção do disposto no artigo 36.º do Decreto n.º 3602, de 24 de Novembro de 1917.

Considerando que o concessionário, Sr. Loximona Topió Gaudó Cuntcar, que foi avisado para apresentar razões justificativas de acordo com o § 2.º do artigo 307.º do citado decreto.

Tendo em consideração de que não foi recebida nenhuma resposta do Sr. Cuntcar, ao aviso acima referido.

No uso das faculdades que me são conferidas pelo despacho n.º DF-1161-AGR-65, de 9 de Junho de 1966, eu, D. N. Barua, Collector de Goa, determino que todo o terreno acima mencionado reverta ao Estado, de acordo com o artigo 307.º do Decreto n.º 3602, de 24 de Novembro de 1917.

D. N. Barua, Collector de Goa.

Panagi, 6 de Abril de 1970.

Departamento Especial

Portaria

SD-CEP-64

De harmonia com a nota n.º 1(14)/AG/Admn.I/69, de 9 de Março de 1970, do Ministério de Trabalho, Emprego e Reabilitação (Departamento de Reabilitação) do Governo da Índia, o Administrador do território da União de Goa, Damão e Dio, determina a descontinuação do lugar do Gestor da Propriedade dos Evacuados, a partir de 1 de Janeiro de 1970.

With effect from the same date and until further orders the Administrator is pleased to appoint Shri P. S. Bhatnagar, Director of Industries and Mines, as Custodian, in addition to his own duties, and to invest him all powers under the Goa, Daman and Diu Administration of Evacuee Property Act, 1964.

This issues in supersession of this Department's order of even number dated 29-1-1970 published in Government Gazette Series II, no. 45 dated 5-2-1970.

By order and in the name of the Administrator of Goa, Daman and Diu.

D. V. Sawant, Under Secretary (Appointments).

Panaji, 8th April, 1970.

Finance (Control) Department

Order

Fin(Control)/AC-18/FF-44/68/907

Ref: Govt. order no. Fin(Control)/18-2/66/Vol. II/233 dated 9-2-1968.

The period of deputation of Shri K. W. E. Warrier, Accounts Officer in the Electricity Department on deputation from Accountant General Gujarat, is hereby further extended upto 30-12-1970 on the existing terms and conditions.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. G. Sathe, Under Secretary (Finance).

Panaji, 3rd April, 1970.

Order

26-2/Meet/68-69/Fin(Control)

Ref: — 1. No. 26-4/67/Fin (Bud) dt. 24-11-67.
2. No. 26-2/68/Fin(Control)205 dt. 20-1-69.

The term of office of the State Advisory Board for National Savings Organisation which was constituted for a period of one year from 24-11-67 vide Government Order no. 26-4/67/Fin(Bud) dated 24-11-67 and whose term was extended upto 24-11-68 vide Government Order no. 26-2/68/Fin(Control)/205 dated 20-1-69 has been further extended for a period of one year w.e.f. 24-11-69. The existing members of the Board shall continue to be members during the extended period.

By order and in the name of the Administrator of Goa, Daman and Diu.

Puran Singh, Finance Secretary.

Panaji, 4th April, 1970.

Revenue Department

Notification

RD/TNC/38/70

Whereas in respect of the vaingana harvest in the District of Goa, the Government of Goa, Daman and Diu considers it necessary that the rent payable in kind or as a crop share should be commuted into cash rent;

Now, therefore, it is under section 23(5) of the Goa, Daman and Diu Agricultural Tenancy Act, 1964 (No. 7 of 1964)

A partir da mesma data e até ordens ulteriores o Administrador nomeia o Sr. P. S. Bhatnagar, director de Indústrias e Minas, como Gestor, cumulativamente com as funções do seu cargo e confere ao mesmo, todos os poderes ao abrigo do «Goa, Daman and Diu Administration of Evacuee Property Act, 1964».

A presente portaria é expedida em substituição da portaria de 29 de Janeiro de 1970, publicada no Boletim Oficial n.º 45, 2.ª série, de 5 de Fevereiro de 1970.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

D. V. Sawant, Subsecretário (Nomeações).

Panagi, 8 de Abril de 1970.

Departamento das Finanças (Contrôle)

Portaria

Fin(Control)/AC-18/FF-44/68/907

Ref: Portaria n.º Fin(Control)/18-2/66/Vol. II/233, de 9 de Fevereiro de 1968.

O período do destacamento do Sr. K. W. E. Warrier, «Accounts Officer» dos Serviços de Electricidade, em deputação da Repartição do Contabilista-Geral, de Gujarat, é prorrogado até 30 de Dezembro de 1970, sujeito às condições já existentes.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

V. G. Sathe, Subsecretário (Finanças).

Panagi, 3 de Abril de 1970.

Portaria

26-2/Meet/68-69/Fin(Control)

Ref: — 1. N.º 26-4/67/Fin(Bud), de 24 de Novembro de 1967.

2. N.º 26-2/68/Fin(Control)205, de 20 de Janeiro de 1969.

O termo do exercício da Comissão Consultiva Estadual, para a Organização Nacional de Economias, constituída por período de um ano, a partir de 24 de Novembro de 1967, por portaria n.º 26-4/67/Fin(Bud), de 24 de Novembro de 1967, e cujo termo foi prorrogado até 24 de Novembro de 1968, por portaria n.º 26-2/68/Fin(Control)/205, de 20 de Janeiro de 1969, é prorrogado por mais um período de um ano, a partir de 24 de Novembro de 1969. Os actuais membros da Comissão continuarão a serem membros durante o período prorrogado.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

Puran Singh, Secretário das Finanças.

Panagi, 4 de Abril de 1970.

Departamento de Rendimentos

Despacho

RD/TNC/38/70

Atendendo a que em relação à produção de vaingana no distrito de Goa, o Governo de Goa, Damão e Dio, considera que é necessário que a renda pagável em género ou como parte da produção seja comutada em renda pagável em dinheiro;

Ao abrigo do artigo 23(5) do «Goa, Daman and Diu Agricultural Tenancy Act, 1964 (No. 7 of 1964) por esta se

hereby declared that in the District of Goa in respect of the vaigon harvest for the years 1970 onward the rent payable in kind or as a share of crop shall be commuted into cash rent at the rates specified hereunder:

SCHEDULE

Sr. No.	Variety of paddy	Rate per quintal in rupees
Fine		
1.	IR-8, ADT-27, BK-70, GES-24, Bangar-canddi Bangarsal and Cotmorsal.	67.00
Medium		
2.	Taichung, CR-28-25.	62.00
Coarse		
3.	Patni 6, MTU-20, Dangui, Pt B-10, Quen-Babri, Beddo, Corguit, Xitto, Sorti, Damgo, Nermar, Konchro, Panji, Cadaso, Asgo, Colio.	56.00

By order and in the name of the Administrator of Goa, Daman and Diu.

W. G. Ranadive, Secretary (Revenue).

Panaji, 10th April, 1970.

Law and Judicial Department

Notification

RC/CN/9/70

By virtue of notification no. RC/138/69, dated 6-11-1969, the individuals whose names have been shown in column 1, are hereby authorized to change their names as shown in column 2.

SCHEDULE

Srl. No.	Old Name	New Name
1	2	
1	Satixa Balcrisna Mapxencar	Satish Balkrishna Bute
2	Zoitona Ananta Tangsali	Jayatan Anant Tanksali
3	Jacinto de Souza Porgé	Jacinto D'Souza
4	Barbara Lalita Godinho	Barbara Lalita de Souza
5	Ecanondo Naique	Vivekananda Hunga Naik Shirodkar
6	Xobanabai Xete Vernencar	Shobhana Vithal Vernekar
7	Menino Rodrigues	Menino Alberto Rodrigues
8	Armando Fernandes	Armando Pires
9	Narcinva Vassanta Mapxencar	Naraina Vassanta Mapxencar
10	Jane Jesus Judas Roque Godinho	Glenn Jesus Judas Roque Godinho
11	Sacarama Mocunda Xete Mapxencar	Chandracanta Mucunda Mapxencar
12	Lacximona Pundolica Mato	Laxman Fundalica Mato Amoncar
13	Maria de Jesus Ana Lúcia de Melo	Maria de Jesus Ana Lúcia Melo
14	Ritinha Esperança Fernandes	Rita Esperança Fernandes
15	Estácio Gregório Monteiro	Milagres Estácio Gregório Monteiro

O. P. Garg, Law Secretary.

Panaji, 30th March, 1970.

determina que no distrito de Goa, em relação à produção de vaingana do ano de 1970, para diante, a renda pagável em género ou como parte da produção, seja comutada como renda pagável em dinheiro conforme a seguir se indica:

QUADRO

N.º de série	Varietade de bate	Preço por "quintal" em rupias
Fina		
1.	IR-8, ADT-27, BK-70, GES-24, Bangar-canddi Bangarsal e Cotmorsal	67.00
Médio		
2.	Taichung, CR-28-25	62.00
Grosso		
3.	Patni 6, MTU-20, Dangui, Pt B-10, Quen-dal, Babri, Beddo, Corguit, Xitto, Sorti, Damgo, Nermar, Konchro, Panji, Cadaso, Asgo, Colio.	56.00

Por ordem e em nome do Administrador de Goa, Damão e Diu.

W. G. Ranadive, Secretário (Rendimentos).

Panagi, 10 de Abril de 1970.

Departamento de Justiça

Despacho

RC/CN/9/70

Em virtude do despacho n.º RC/138/69, de 6 de Novembro de 1969, os indivíduos cujos nomes se acham indicados na 1.ª coluna, são autorizados a mudar os seus nomes conforme se indica na 2.ª coluna.

QUADRO

N.º de Série	Nome anterior	Novo nome
1.	2.	
1	Satixa Balcrisna Mapxencar	Satish Balkrishna Bute
2	Zoitona Ananta Tangsali	Jayatan Anant Tanksali
3	Jacinto de Souza Porgé	Jacinto D'Souza
4	Barbara Lalita Godinho	Barbara Lalita de Souza
5	Ecanondo Naique	Vivekananda Hunga Naik Shirodkar
6	Xobanabai Xete Vernencar	Shobhana Vithal Vernekar
7	Menino Rodrigues	Menino Alberto Rodrigues
8	Armando Fernandes	Armando Pires
9	Narcinva Vassanta Mapxencar	Naraina Vassanta Mapxencar
10	Jane Jesus Judas Roque Godinho	Glenn Jesus Judas Roque Godinho
11	Sacarama Mocunda Xete Mapxencar	Chandracanta Mucunda Mapxencar
12	Lacximona Pundolica Mato	Laxman Fundalica Mato Amoncar
13	Maria de Jesus Ana Lúcia de Melo	Maria de Jesus Ana Lúcia Melo
14	Ritinha Esperança Fernandes	Rita Esperança Fernandes
15	Estácio Gregório Monteiro	Milagres Estácio Gregório Monteiro

O. P. Garg, Secretário de Justiça.

Panagi, 30 de Março de 1970.

Notification

LD/4/8/68

In exercise of the powers conferred by Section 12 of the Code of Criminal Procedure 1898, the Lieutenant Governor of Goa, Daman and Diu hereby appoints S/ Shri A. Venkataratnam and R. I. Jai Prakash, Joint Mamlatdars in the Tiswadi Taluka at Panaji as Executive Magistrates of the Second Class for a period of four months with effect from 25th March, 1970.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

M. S. Borkar, Under Secretary.

Panaji, 4th April, 1970.

Despacho

LD/4/8/68

No uso das faculdades conferidas pelo artigo 12º do «Code of Criminal Procedure, 1898», o Governador-tenente de Goa, Damão e Dio, nomeia os Srs. A. Venkataratnam e R. I. Jai Prakash, Mamlatdares adjuntos do concelho de Tissuari, em Panagi, como Magistrados executivos de 2.ª classe, por período de 4 meses, a partir de 25 de Março de 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Dio.

M. S. Borkar, Subsecretário.

Panagi, 4 de Abril de 1970.

Agriculture Department

Order

24-1/AGR-BND/69

In continuation of this Department's Order of even number, dated 30th January, 1970, Shri U. R. S. Pissurencar, Executive Engineer, Works Division III, Public Works Department, is appointed with immediate effect to hold the additional charge of the post of Soil Conservation Officer in addition to his own duties, until further orders subject to the condition that no claim will be allowed for extra remuneration under F. R. 49.

The post of Soil Conservation Officer has been created under Government Order No. 24-1/AGR-BND/69, dated 9th February, 1970.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. Kipgen, Development Commissioner.

Panaji, 4th April, 1970.

Departamento de Agricultura

Portaria

24-1/AGR-BND/69

Em aditamento a portaria desta Repartição, datada de 30 de Janeiro de 1970, o Sr. U. R. S. Pissurencar, engenheiro executivo da Seccão de Obras III, dos Serviços das Obras Públicas, é nomeado, com efeito imediato, para exercer as funções de «Soil Conservation Officers» cumulativamente com as do seu cargo, até ordens ulteriores, sujeito à condição de que não terá direito a qualquer remuneração extraordinária, ao abrigo do F.R. 49.

O lugar de «Soil Conservation Officer» foi criado pela portaria n.º 24-1/AGR-BND/69, de 9 de Fevereiro de 1970.

Por ordem e em nome do Administrador de Goa, Damão e Dio.

T. Kipgen, Comissário de Fomento.

Panagi, 4 de Abril de 1970.

Food and Civil Supplies Department

Corrigendum

FCS/EDN/473/70

Read "7-2-70" instead of "7-1-70" in the last sentence of the Government Order No. FCS/EDN/473/70 dated 19th February, 1970.

By order and in the name of the Administrator of Goa, Daman and Diu.

T. Kipgen, Development Commissioner.

Panaji, 11th April, 1970.

Corrigenda

FCS/EDN/473/70

Na última linha da portaria n.º FCS/EDN/473/70, de 19 de Fevereiro de 1970 leia-se "7-2-70" em vez de "7-1-70".

Por ordem e em nome do Administrador de Goa, Damão e Dio.

T. Kipgen, Comissário de Fomento.

Panagi, 11 de Abril de 1970.

Public Works Department

Principal Engineer's Office

Order

PWD/1477/1/70-71

Read: Report No. PWD/499/106/69 dated 1-7-1969 from the Principal Engineer, P. W. D.

Sanction of the Government is hereby conveyed to the transfer of the Municipal road in front of the Dhempe College, Panaji, starting from its junction with P. W. D. road leading to Dona Paula upto Ponte de Linhares, via Gaspar Dias, Campal, Secretariat, Bus Stand comprising the fol-

Serviços das Obras Públicas

Repartição do Engenheiro-Chefe

Portaria

PWD/1477/1/70-71

Ref.: Relatório n.º PWD/499/106/69, de 1 de Julho de 1969, do Engenheiro-Chefe dos Serviços das Obras Públicas.

O Governo autoriza a transferência da estrada municipal à frente do Dhempe College, em Panagi, a comegar do seu entroncamento com a estrada das Obras Públicas que se dirige a Dona Paula, até à Ponte de Linhares, via Gaspar

lowing roads to the Public Works Department, with immediate effect:

- i) Alameda Presidente Craveiro Lopes.
- ii) Avenida da Republica.
- iii) Avenida do Brazil.
- iv) Avenida de D. Joao de Castro.

The above road is of state importance and will form part of the State Highway from Dona Paula to Panaji.

This is issued with the concurrence of the Finance Department vide their u. o. No. Fin(E)/1767/70 dated 4-4-1970.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

Balcrisna R. Naique, Principal Engineer P. W. D. and Ex-Officio Addl. Secretary to the Govt.

Panaji, 8th April, 1970.

Dias, Campal, Secretaria-Geral, praça de automóveis até à Repartição das Obras Públicas, com efeito imediato:

- i) Alameda Presidente Craveiro Lopes.
- ii) Avenida da República.
- iii) Avenida do Brazil.
- iv) Avenida de D. João de Castro.

A estrada acima referida é da importância nacional e formará parte da estrada nacional de Dona Paula a Panagi.

A presente portaria é expedida com a aprovação do Departamento das Finanças, dada por sua nota n.º Fin(E)/1767/70, de 4 de Abril de 1970.

Por ordem e em nome do Governador-tenente de Goa, Damão e Dio.

Balcrisna R. Naique, Engenheiro-Chefe dos Serviços das Obras Públicas e Secretário adicional ex-officio, do Governo.

Panagi, 8 de Abril de 1970.

Labour and Information Department

Order

LC/1/118(IT-4)/67

The following Award given by the Industrial Tribunal, on an Industrial Dispute between M/s. Gangadhar Narsingdas Agrawal, Margao, Goa, and the workmen employed by them, is hereby published as required vide provisions of Section 17 of the Industrial Dispute Act, 1947 (XIV of 1947):—

Before Shri V. A. Naik, Industrial Tribunal, Goa, Daman and Diu

Reference (IT-GDD) No. 7 of 1967

Between

M/s. Gangadhar Narsingdas Agrawal, Margao

vs.

The workmen employed under them.

In the matter of legality and propriety of the action of the management in closing down the Savordem Workshop and terminating the services of the workmen and the relief if any the workmen are entitled to.

Appearances:

Shri G. M Kothari, Advocate, for the company.

Shri Madan Phadnis, Advocate, for the workmen.

AWARD

This is a reference made by the Government of Goa, Daman and Diu under Sec. 10(1)(d) of the Industrial Disputes Act, XIV of 1947, for adjudication of the following dispute between Messrs. Gangadhar Narsingdas Agrawal, Margao and the workmen employed under them:

«Whether the action of the management of M/s. Gangadhar Narsingdas Agrawal, Margão, in closing down the Sanvordem Workshop and in terminating the services of the workmen employed therein from 1-10-1967 is legal and justified; if not, to what relief are the workmen entitled».

2. The Goa Mining Labour Welfare Union filed their statement of claim in support of their demand. Their case may be outlined as follows: Messrs. Gangadhar Narsingdas Agrawal is a proprietary concern engaged in the industry of mining of iron ore. The industry is going on for the last 10 years. The concern owns 3 mines, one at Bimol, the second at Colomba and the third at Maina. M/s. G. N. Agrawal Co. is one of the major mining concerns in Goa and is a member of the Goa Mineral Ore Exporters' Association at Panaji. It has about 800 workers in its employment. The number of workers on the active roll of the company prior to the dispute was more than 140. The company extracts ore for the purpose of export to Japan and other foreign buyers. On an average the exports total 2 lacs tons of iron ore per year. During the year 1967 the company exported ore to the tune of 2 lacs tons. The company has at its disposal the latest

and modern mining equipment and up-to-date machinery engaged in the industry for extracting iron ore. Iron ore mining industry in Goa is the biggest industry in the country. The Goa iron ore industry is entirely export orientated and accounts for over 50% of the iron ore exported from the country. The export of iron ore is controlled by the Mineral and Metal Trading Corporation of the Government of India. Goa has advantages of easy and cheap transport for the carrying of iron ore through a natural waterway with the use of barges to the Marmagao Harbour which has also a rail link from the mines. The cost of production is comparatively cheaper when compared to other areas of mining of iron ore in the country. According to the Union the present dispute has arisen because the management of the company closed its Savordem Workshoe and wrongfully terminated the services of the workmen. Fifty three workers were working in the garage prior to the closure. These workers were doing the work of repairs and maintenance of the machinery utilised by the company in their iron ore mining industry including trucks and dumpers used in transporting the ore. M/s. G. N. Agrawal and Co. has 3 iron ore mines in Goa region in active operation and they are Bimol, Colomba and Maina. Even after the retrenchment of the workmen, the mining activities of the company continue as before and the leaseholds and licences of all the 3 mines stand in the name of Gangadhar Narsingdas Agrawal and the machines are still in use for mining purposes. The Union asserts that the action of the company in closing down the workshop and terminating the services of the workmen with effect from 1-10-1967 is totally illegal, unjust, invalid, and malafide and brought about with ulterior motive. The closing down of the workshop is not bona fide because the nature of the work carried out in the said workshop is still in existence since the company has been continuing its mining operations in all three mines. At present repairing of the heavy machinery such as shovels etc. is being done with the help of outsiders and private agents, thereby changing the mode of operation and the labour force. The Union submits that the closure of the workshop has been brought about by the company in order to avoid payment due to the workmen working in the workshop under the recommendations of the Central Wage Board for Iron Ore Mining Industry. Before the recommendations of the said Wage Board the company was paying to its workmen wages which were below a living standard. There was no scheme of gratuity prevailing in the company and no form of dearness allowance. The management in order to avoid implementation of the said Wage Board's recommendations adopted an unfair labour practice and closed down the workshop and gave the repair jobs to subcontractors. As a matter of fact the premises of the workshop where the workmen concerned in the dispute were working have not been closed and it is being allowed to be used by contractors to do the repairing of machinery belonging to the company. This will show that the so called closure of the workshop is malafide. The Union states that the company issued to every workman concerned in the dispute a letter terminating the service on 30th October 1967. The action of termination of the services purports to have been taken under Sec. 25F of the Industrial Disputes Act. The Union submits that the notice of termination is illegal, invalid and bad in law. The notice inter alia states. «The garage is running at loss and is found to be uneconomical». The company has not been maintaining separate accounts of the garage. The garage is in fact a part and parcel of the mining

operations of the company. The existence of the garage was inter-linked with the maintenance of the mining industry of the company and since the mining operations continue with the same machinery, it is not possible to say that the garage is running at a loss or is uneconomical. Every mine owner in Goa region has got his own garage or workshop. The company offered re-employment to the workers soon after the termination of their services. This shows that the company wanted to create a break in the services of the workers, thus to deprive them of the benefit of gratuity under the recommendations of the Central Wage Board. The Union asserts that the so called retrenchment of the workmen is illegal, invalid and void. The company has not followed the mandatory provisions of law relating to retrenchment as laid down in Sec. 25F of the Industrial Disputes Act. One of the conditions precedent to retrenchment is that there must be notice of retrenchment in the prescribed form (vide Rule 76 of the Industrial Disputes (Central Rules, 1957). The company has given no such notice to the appropriate Government as prescribed. The employer company has also violated the decision taken at the 24th Session of the Standing Labour Committee held on the 13th and 14th Feb. 1966 regarding the procedure to be adopted in the matter of retrenchment and closures. The Government of Goa, Daman and Diu circulated the said decision to the employers in Goa and to the Goa Chamber of Commerce, Panjim as also to the Iron Ore Exporters' Association, Panjim, of which this company is a member. The company did not pay the retrenchment compensation to the workmen concerned prior to the date of retrenchment as it was bound to do under Section 25F(b) of the Act. The notice only advised the workmen to collect the amount of compensation and other dues before the prescribed date. As a matter of fact no arrangement was made by the company to make payments on the 30th September 1967 at the Sanvordem Office. The workers who went there to get the payment were told that the money could not be withdrawn from the Bank and that they should come and collect their dues sometime later but when the workers called at the office later, they were not given their dues and many of the workers have yet to receive payment. The workmen who have been retrenched have put in 6 to 8 years service with the company. The financial position of the company is sound. The Union therefore states that the workmen should be paid adequate compensation for loss of earnings during the period of unemployment and the company should be ordered to reinstate the workers in their respective posts.

3. The company has put in its written statement and raised the following contentions: (1) The reference is invalid in so far as it has not been made by the appropriate Government as defined in Sec. 2(a)(ii) of the Industrial Disputes Act. In this case the appropriate Government is the Central Government and not the Government of Goa, Daman and Diu. As the dispute concerns a mine the power to make the reference is vested in the Central Government. (2) The constitution of the Tribunal by the Govt. of Goa, Daman & Diu has not been done in accordance with the provisions of the Industrial Disputes Act, 1947 and/or the rules made thereunder. (3) The reference of a dispute regarding closure amounts to an infringement of the employer's fundamental right to close the business guaranteed under Art. 19(1)(g) of the Constitution of India. The reference is therefore invalid. (4) M/s. Gangadhar Narsingdas Agrawal is not a proprietary concern but it was a joint Hindu Family concern. The Company has denied that it had about 800 workmen in its employment. It also denies that it had 140 workmen on the roll prior to the dispute. The exports done by the employer during 1967 were about 2 lacs odd metric tons. (5) The machinery etc. referred to by the Union no longer belongs to M/s. G. N. Agrawal (H. U. F.); as the result of a partial partition the machinery has fallen to the shares of different members of the Joint Hindu Family which is known as G. N. Agrawal (H. U. F.). The true facts are that the present employer M/s. G. N. Agrawal (H. U. F.) was a Hindu undivided concern, that on or about 30th Nov. 1966 this joint Hindu Family concern was partially partitioned as a result of which the Joint Hindu family properties, excluding the mines, became the property of Shri G. N. Agrawal, Mrs. Naintara Agarwal and Shri Kkrishnakumar Agarwal, that the partition deed (Annexure A) shows that due to certain legal impediments, the mines continued to stand and even today stand in the name and style of M/s. G. N. Agrawal (H. U. F.), and continued to belong to the joint Hindu family as before, that though the mines, for technical reasons, continued to remain with M/s. G. N. Agrawal (H. U. F.) the mining machinery and equipment were divided in the partial partition and the said machinery and equipments ceased to be the joint Hindu family property of M/s. G. N. Agrawal (H. U. F.) and that thus the present

employer company lost the ownership and control of the machinery which is necessary for carrying on the mining operations and the machinery went to the shares of the different members of the joint Hindu Family in terms of the partial partition between the joint family members. The company further says that M/s. Agarwal Minerals (Goa) Pvt. Ltd. acquired the necessary machinery from these different members of the joint Hindu family and as a result thereof the said mining machinery and equipments have been in operation with M/s. Agarwal Minerals (Goa) Pvt. Ltd. a company which is not only different and separate from M/s. G. N. Agarwal (H. U. F.) or the Agarwal family but is a duly incorporated private company having many persons other than those of Agarwal family. Since M/s. G. N. Agarwal (H. U. F.) lost the ownership and possession of the aforesaid mining machinery and equipments and trucks etc. for the maintenance and servicing of which the garage in question was maintained and since the mining operations were also carried on by M/s. Agarwal Minerals (Goa) Pvt. Ltd. who were also operating the mining machinery and since the running of the said garage was wholly uneconomic, it was superfluous for the present employer to maintain the garage and run into further losses. In view of the stoppage of maintenance, repair and servicing work, the employer company had to give the premises of the said garage on lease to M/s. Ish Minerals & Traders at Margao, Goa, under a lease deed (Annexure B). About 14 trucks had also been disposed of during this time. It was under these circumstances that Sanvordem Garage had to be closed down. The closure was therefore for good and sufficient reasons and is bona fide. (6) The company has then proceeded to deny that the cost of production of iron ore in Goa is comparatively cheaper than that in other areas. It is denied that the services of the workmen in Sanvordem workshop were wrongfully terminated. The workshop normally employed 42 workmen prior to closure and the work done at the workshop included the work of maintenance, service, repair of machinery including trucks etc. As the present employer company is neither the owner of the aforesaid machinery nor is actually engaged in mining operations which are being carried on by contractors like Messrs. Agarwal Minerals (Goa) Pvt. Ltd., Shri Datta Parab and Goa Mineral Traders, it is these contractors who have to manage the maintenance, repairs and servicing of the machinery, equipments, trucks etc. and not the present employer. Though the mines still stand in the name of M/s. G. N. Agrawal (H. U. F.) the operation of extraction of ore is done by the above-mentioned contractors. The machinery also does not belong to Messrs. G. N. Agrawal (H. U. F.). The employer asserts that he has effected a closure and not retrenchment as wrongly alleged by the Union. It further asserts that the closure is legal, valid and bona fide, effected for compulsory trade and economic reasons, that the employer company has always been willing to give opportunities to the workmen as well as the union to appreciate the reasons which compelled the management to effect the closure, that the present employer company has no work or place available to engage the workmen, and that it is not true that the only thing that has happened is a change in the mode of operations and the labour force. (7) The company has denied that the closure has been brought about with ulterior motives and/or malafide intentions to defeat or deny any benefits or payments of wages, dearness allowance, gratuity, etc. to the workmen under the recommendations of the Central Wage Board for Iron Ore Mining Industry. The employer company had on the other hand implemented the interim recommendations of the said Board made from time to time and has been fully conscious of his obligations towards his employees. (8) The premises of the workshop have been given on lease to M/s. Ish Minerals & Traders and it is because of this that the said M/s. Ish Minerals & Traders have been carrying on their work in the said premises. (9) The garage was running at loss and was found to be uneconomical for various reasons, that in view of the stoppage of mining operations by the employer company and in view of the fact that the said firm ceased to have the machinery and equipments, it was clear that the garage also must be closed. (10) It is not true that after closure the present employer offered any re-employment with a break of service to the workmen concerned. (11) The employer has denied that it has not followed the provisions of law relating to closure. The employer asserts that it did not send notices of closure, that no form as such has been prescribed for closure notices and that Rule 76 of the Industrial Disputes (Central) Rules does not apply. The company has complied with all the rules under Sec. 25FFF of the Industrial Disputes Act and the rules in respect of closure. The failure in sending notice to the Central Govt. is not a condition precedent for effecting closure, however the employer did inform the Inspector of Factories as regards the intended closure. (12) The decision of the Standing Labour Committee

has no statutory force and is not enforceable in these proceedings. (13) It is denied that no arrangements were made by the company to make payments on 30th September 1967 at the Sanvordem Office of the company. It is denied that the workmen were told that money was not withdrawn from the bank or that they should collect their dues sometime later. It is submitted that this is a patent falsehood. The employer had made all the necessary arrangements for payment to the workmen at the said office and ready cash was available. As a matter of fact it was the workmen who did not report for collecting their dues, not only on that day but at any time thereafter. They happened to be on strike on 30th Sept. 1967. None of the workers has been denied payment at any time. The notice dated 30th August 1967 had very clearly mentioned the fact that payment could be obtained on 30th Sept. 1967 in the office of the workshop between 4 and 6 p. m. (14) The operations of mining proved to be uneconomic to the present employer hence they had been running into losses for the last many years. (15) The employer denies that the financial position of the company is strong as alleged. The financial position of the company is not the sole deciding factor for the closure. It is not correct that if the financial position of the employer is sound then there cannot be any closure or reason for retrenchment as alleged. (16) The workmen are not entitled to any compensation for the alleged loss of earnings during the period of unemployment and/or reinstatement to the respective posts. As a matter of fact there is no demand for payment of adequate compensation in this reference. The employees are not entitled to reinstatement with full back-wages or without full back wages. The employees who had not collected closure compensation according to the provisions of Sec. 25FFF of the Industrial Disputes Act can still do so. The closure of the garage cannot be challenged on the grounds of justifiability or propriety. It is the employer's right to run or to close the garage.

4. The Union has put in a rejoinder. It is not necessary to refer to the contents of the rejoinder. It is sufficient to refer to one allegation. The Union says that in fact the company has not closed down its business. It further suggests that the company should be called upon to produce the partition deed. The main point for consideration is whether this is a case of closure of the workshop or whether it is a case of retrenchment.

5. Shri Madan Phadnis who appeared on behalf of the Union contended that the closure is not bona fide inasmuch as the work still continues to be done and inasmuch as the reasons for closing of the workshop is to avoid liability to make payment. He points out that the so called lease of the workshop is an ostensible transaction. In the course of his arguments Shri Madan Phadnis tried to make out a new case contending that the principal business of the company is mining and what has happened is that one department namely the workshop attached to the mining business and which is a part and parcel of the mining operations has been closed. He therefore contended that this does not amount to closure of the undertaking as such.

6. Section 25FFF opens with the words 'where an undertaking is closed for any reason whatsoever'. The word 'undertaking' has not been defined in the Industrial Disputes Act but the word 'industry' has been defined in Section 2(j) to mean any business, trade, undertaking, manufacture or calling of employers and to include any calling, service, employment of workmen. Shri Madan Phadnis contended that the word 'undertaking' is analogous with the word industry. In the present case the industry of the employer is to carry on mining operations and for the purpose of carrying on such operations efficiently it is necessary to have a workshop which really is an adjunct of the industry. Shri Madan Phadnis' contention is that unless the entire mining industry is closed down it is not possible to hold that the workshop has been closed down. He therefore contends that this is not a case of closure but a case of retrenchment falling under Sec. 25F and for retrenchment to be effective 3 conditions must be fulfilled namely: (1) The workman must be given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice. (2) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days' average pay for every completed year of continuous service or any part thereof in excess of 6 months and (3) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette. Shri Madan Phadnis has contended that these 3 conditions are conditions precedent and retrenchment

would become valid only if all these 3 conditions are fulfilled; but if one or more of these conditions remain unfulfilled then the retrenchment becomes void and the workmen would be entitled to be reinstated. To be precise, only the first two conditions are conditions precedent. The third condition mentioned in clause (c) viz. giving of notice in the prescribed form has been held as not amounting to a condition precedent (vide 1964 (8) F.L.R. 236 (S.C.) Bombay Union of Journalists vs. State of Bombay).

7. It is difficult to accept this line of reasoning which is mainly based on the meaning of the words 'where an undertaking is closed down'. The word 'mine' has been defined in Sec. 2(j) of the Mines Act, 1952, to mean any excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried on and includes... all workshops situated within the precincts of a mine and under the same management and used solely for purposes connected with that mine or a number of mines under the same management. It is clear that the workshop cannot fall within the main part of the definition of 'mine' for the reason that a workshop is not an excavation, where the operation or search for obtaining minerals is going on. If at all it would fall under the inclusive part of the definition and sub-clause (vii) specifically includes a workshop. But this sub-clause lays down certain conditions the first that the workshop must be situate within the precincts of a mine, secondly it must be under the same management as the mine and thirdly it must be used solely for the purposes connected with that mine or a number of mines under the same management. It is not disputed that the workshop is not situated within any of the 3 mines belonging to the concern. Actually it is 20 miles from the Bimol Mine—the only one out of the 3 mines which is still being worked. I was told that the other two mines which used to be operated by the concern were closed down before the dispute started. As a matter of fact the work-shop is situated in a small town. That being so, the workshop cannot be considered as part and parcel of the mine. Assuming that the workshop is part and parcel of the mine, the appropriate Government for making the reference to the Tribunal would be the Central Government. Whatever that may be it is quite clear that the workshop must be treated as a separate entity and in that sense would become an undertaking by itself. Section 25FFF speaks of the undertaking being closed down for any reason whatsoever. In the company's written statement the reason given for closing down the mine have been set out in detail. It has been pointed out that originally the 3 mines were the proprietary concern of a joint undivided Hindu family. On 30th November 1966 there was a partial partition in the said Joint Hindu Family concern as the result of which the family properties other than the mines fell to the shares of Shri G. N. Agarwal, Mrs. Naintara Agarwal and Shri Krishnakumar Agarwal. The partition deed is at Ex.A. In spite of this partition the mines continued to stand in the name of M/s. G. N. Agarwal. It has been explained that there were legal difficulties and impediments in changing the name of the proprietors and therefore the old name continued to be used. It is also stated that the mining machinery and equipments were divided and the machinery and equipments ceased to be joint family property of G. N. Agarwal. Since the present company lost the ownership and control over the machinery, they could not use the said machinery for mining operations. It has then been pointed out that a new private limited concern came into being under the name of Agarwal Minerals (Goa) Pvt. Ltd. and that it is this concern that acquired the necessary machinery from the different members of the Joint Hindu Family, and since then the mining machinery and equipment have been under the operation of M/s. Agarwal Minerals (Goa) Pvt. Ltd. This company is not only different and separate from M/s G. N. Agarwal (H. U. F.) or the Agarwal family but has also been incorporated by many some of whom are than other than members of the Agarwal family. This is one of the reasons for the closing down of the workshop. The other reason given is that the business was running at a loss and therefore the premises of the old garage with all its equipment were given on lease to Messrs. Ish Minerals and Traders under the lease (Exhibit B). It is also pointed out that 14 trucks had been disposed of. These were the reasons for the closure of the Sanvordem Garage.

8. None of the facts mentioned above has been disputed by the Union nor has any material been placed before the Tribunal which can lead to the conclusion that the closure of the business has been done with ulterior motives. The fact that the workshop has been closed is admitted in the statement of claim itself. It is suggested that the workshop is still carrying on and the business of repairing the machinery has been given on lease. A mere allegation in the statement of claim that it is allowed to be used by the con-

tractors is not enough to show that it is the same business run by the same proprietor under a different name.

9. As a matter of fact even under Sec. 25FFF when an undertaking is closed down for any reason whatsoever the workmen are entitled to compensation in accordance with the provisions of Sec. 25F. The difference between Sec. 25F and Sec. 25FF lies in the fact that whereas under the former the giving of a notice and payment of compensation are conditions precedent under the latter notice and compensation can be given after the event of closure. In this connection it is sufficient to refer to the decision of the Supreme Court in State of Bombay and Hospital Mazdoor Sabha, 1960 I.L.L.J.p.251. According to the company in the present case the compensation was offered but the workmen did not come to collect the same. The Union on the other hand contends that on the stipulated day the workmen went to the office but were not paid. The Union has not adduced any evidence to substantiate their allegation. At the same time it is clear that they are not without a remedy and they can approach the Labour Court for computation under Sec. 38C of the Act, and for collecting their dues.

10. In a recent decision in Indian Hume Pipe Co. Ltd. and their workmen, 1969 I.L.L.J.p.242, the Supreme Court has after reviewing the entire case law on the point, laid down that it is not for the industrial tribunal to inquire into the motives for the closure to find out whether the closure is justified or not. The Supreme Court has held that «once the tribunal finds that an employer has closed its factory as a matter of fact it is not concerned to go into the question as to the motive which guided him and to come to a conclusion that because of the previous history of the dispute between the employer and the employees the closure was not justified. Such a closure cannot give rise to an industrial dispute». At page 45 the Supreme Court has referred to the earlier decisions in Piprach Sugar Mills Ltd. v. Piprach Sugar Mills Mazdoor Union, 1957 I.L.L.J.p.235 and has explained the expression used therein at page 239 namely «where the business has been closed and it is either admitted or found that the closure is real and bona fide». According to their Lordships the use of the expression 'bona fide' in the context does not refer to the motives behind the closure but to the fact of the closure itself. The question about the bona fides

of the closure had to be examined in the case of Tea Districts Labour Association, Calcutta v. ex employees of Tea Districts Labour Association and Another, 1960 I.L.L.J.p.802. In that case there were two agencies of the company which were closed down and the Court held that once it was established that the agencies had in fact been closed, the finding about the mala fides of the closure would not justify the conclusion that the said two agencies should be deemed to continue and allow the Tribunal to make an award on that basis. The Supreme Court in the case of Indian Hume Pipe Co. Ltd., 1969 I.L.L.J.p.242 has categorically laid down that closure cannot give rise to an industrial dispute. Again in Kalinga Tubes Ltd. and their workmen, 1969 I.L.L.J.p.557, their Lordships of the Supreme Court held that the discussion of the case law yields the result that the entire set of circumstances and facts have to be taken into account while endeavouring to find out if, in fact, there has been a closure and the tribunal or the court is not confined to any particular fact or set of facts or circumstances. They point out that the essence of the matter is therefore the factum of closure by whatever reason motivated.

11. I must therefore hold that the workshop has in fact been closed down for reasons set out in the written statement. That being the case the termination of the services of the workmen was legitimate. At the same time it must be held that the workmen are entitled to compensation in accordance with the provisions of Sec. 25FFF of the Industrial Disputes Act as if they had been retrenched, that is compensation at the rate of 15 days average wages for every completed year of continuous service or any part thereof in excess of six months. I therefore answer the question in terms above and dispose of the reference.

V. A. NAIK

Bombay, February 24, 1970. Industrial Tribunal.

(AF).

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 31st March, 1970.

Public Health Department

Order

H-2/69-HS-RMC/6034

Dr. Pedro Antonio Fernandes Bravo de Costa, a candidate selected by the Union Public Service Commission, is hereby temporarily appointed to the post of Rural Medical Officer, Marcaim in the Directorate of Health Services with effect from 13-3-1970 (F.N.) on the terms and conditions contained in Government Memorandum No. H-2/69-HS-RMC/6034, dated 27th August, 1969.

By order and in the name of the Administrator of Goa, Daman and Diu.

V. R. Vaze, Under Secretary (Health).

Panaji, 9th April, 1970.

Departamento de Saúde Pública

Portaria

H-2/69-HS-RMC/6034

O Dr. Pedro António Fernandes Bravo da Costa, candidato escolhido pela Comissão de Serviço Público da União, é nomeado, temporariamente, médico rural da Direcção dos Serviços de Saúde, em Marcaim, a partir de 13 de Março de 1970 (antes do meio-dia) sujeito às condições constantes do memorando n.º H-2/69-HS-RMC/6034, de 27 de Agosto de 1969.

Por ordem e em nome do Administrador de Goa, Damão e Dic.

V. R. Vaze, Subsecretário (Saúde).

Panagi, 9 de Abril de 1970.